

COPY

**39TH JUDICIAL DISTRICT COURT
RED RIVER PARISH
COUSHATTA, LA 71019**

WUELLNER OIL & GAS INC ET AL

VERSUS

NUMBER 35191

ENCANA OIL & GAS (USA) INC.

CITATION

PLEASE SERVE:

**ENCANA OIL & GAS (USA) INC
THRU C T CORPORATION SYSTEM
5615 CORPORATE BOULEVARD, SUITE 400B
BATON ROUGE, LA**

YOU ARE HEREBY CITED TO COMPLY WITH THE DEMAND CONTAINED IN THE **PETITION**, OF WHICH A CERTIFIED COPY ACCOMPANIES THIS CITATION, OR DELIVER YOUR ANSWER THERETO IN WRITING TO THE OFFICE OF THE CLERK OF THE 39TH JUDICIAL DISTRICT COURT, RED RIVER PARISH, TOWN OF COUSHATTA, **WITHIN FIFTEEN (15) DAYS AFTER SERVICE** HEREOF. YOU MAY FILE YOUR WRITTEN ANSWER OR PLEADING IN PERSON OR BY MAIL—(Clerk of Court; PO Box 485, Coushatta, LA). IF YOU FILE BY MAIL, THE PLEADING MUST BE RECEIVED BY THE 15TH DAY. YOUR FAILURE TO COMPLY WILL SUBJECT YOU TO THE PENALTY OF ENTRY OF DEFAULT JUDGMENT AGAINST YOU.

AND HEREIN FAIL NOT UNDER PENALTY OF THE LAW.

WITNESS MY OFFICIAL HAND AND SEAL OF OFFICE, on October 2, 2010.

STUART SHAW, CLERK OF COURT

**Requested by:
Philip E Downer III
318-213-4444**

BY: *Rebecca A. Harper*
Deputy Clerk of Court

SERVICE

UNSERVED ☐ PERSONAL ☐ DOMICILIARY ☐

GIVEN TO _____

DATE _____

REMARKS _____

Deputy Sheriff

ATTEST A TRUE COPY
Stuart Shaw, Clerk of Court

Rebecca A. Harper
Deputy Clerk/39th District Court
Red River Parish, Louisiana



FILED
STUART SHAW

OCT 01 2010

CLERK OF COURT
RED RIVER PARISH

WUELLNER OIL & GAS, INC.
MARSHALL OIL & GAS, INC.;
TEXAS GAS DEVELOPMENT, L.P.;
AND JARRATT ENTERPRISES, L.L.C.

NUMBER 35191

VERSUS : 39th JUDICIAL DISTRICT COURT
ENCANA OIL & GAS (USA) INC. : RED RIVER PARISH, LOUISIANA

ORIGINAL PETITION

NOW INTO COURT, through undersigned counsel, come the following parties plaintiff,
who allege as follows:

1.

WUELLNER OIL & GAS, INC. ("WOG"), a Louisiana corporation, domiciled in Caddo Parish, Louisiana, whose address is 333 Texas Street, Suite 608, Shreveport, Louisiana 71101;

MARSHALL OIL & GAS, INC. ("MOG"), a Louisiana corporation, domiciled in Caddo Parish, Louisiana, whose address is 333 Texas Street, Suite 608, Shreveport, Louisiana 71101;

TEXAS GAS DEVELOPMENT, L.P. ("TGD"), a Texas limited partnership, authorized to do and doing business in the State of Louisiana, whose address is 330 Marshall Street, Suite 1111, Shreveport, Louisiana 71101; and

JARRATT ENTERPRISES, L.L.C., ("Jarratt"), a Louisiana limited liability company, whose address is 9304 Braewood Circle, Shreveport, Louisiana 71105.

The above entities are sometimes herein collectively referred to as "Plaintiffs."

2.

Named defendant in this matter is:

ENCANA OIL & GAS (USA), INC. ("EnCana" or "Defendant"), a Delaware corporation, authorized to do and doing business in the State of Louisiana, whose registered agent for service of process is CT Corporation System, 5615 Corporate Boulevard, Suite 400B, Baton Rouge, Louisiana.

3.

Venue in this Court is proper insofar as this action asserts rights and interests in and to immovable property located in Red River Parish, Louisiana.

4.

On or about November 1, 2003, a letter agreement ("Gahagan Letter Agreement") was entered into by and between Marshall-Wuellner, Inc. ("MWI") and Will-Drill Resources, Inc. ("Will Drill"), providing for the parties' joint participation in the exploration and development of the "Gahagan Prospect" that covers and includes as the designated "Contract Area" the following properties situated in Red River Parish, Louisiana:

Sections 10, 11, 12, 14, 15, 16, 17, 20, 21, 22, 27, 28, 29, 32, 37, 39, 40 and 41, Township 12 North, Range 10 West, Red River Parish, Louisiana.

A copy of the Gahagan Letter Agreement is attached hereto and made a part hereof as Exhibit "A."

5.

On or about November 25, 2003, a letter agreement ("Martin Letter Agreement") was entered into by and between MWI and Will Drill, providing for the parties' joint participation in the exploration and development of the "Martin Prospect" that covers and includes as the designated "Contract Area" the following properties situated in Red River Parish, Louisiana:

Sections 18 and 19, Township 13 North, Range 8 West and Sections 13, 14, 15, 16, 21, 22, 23, 24, 25, 26, 27, 28, 33, 34, 35 and 36, Township 13 North, Range 9 West, all situated in Red River Parish, Louisiana.

A copy of the Martin Letter Agreement is attached hereto and made a part hereof as Exhibit "B." The Gahagan Letter Agreement and the Martin Letter Agreement are herein sometimes jointly referred to as the "Letter Agreements."

6.

Pursuant to the Letter Agreements, Will Drill made formal assignments to MWI, as evidenced by an *Assignment of Overriding Royalty Interests*, filed of record on August 22, 2008, under Registry No. 204492, Book 298, Page 402, and an *Assignment of Overriding Royalty Interests*, filed of record on August 22, 2008, under Registry No. 204493, Book 298, Page 408, Conveyance Records of Red River Parish, Louisiana (jointly, "Will Drill-MWI Assignments"). The Will Drill-MWI Assignments are attached hereto and made a part hereof as Exhibit "C, In Globo."

7.

In addition to the other terms and conditions, the Letter Agreements provide that MWI is to receive an assignment of overriding royalties on any lease acquired in the relevant Contract Area equal to the difference between 25% and lease burdens, not to exceed 2% (Letter Agreements, Paragraph 4); that the agreements remain in effect during the primary term of all leases acquired within the relevant Contract Area and for two (2) additional years thereafter (Letter, Agreements, Paragraph 5); and, that the provisions of the agreement shall be binding upon the parties, their heirs, executors, legal representatives, successors and assigns (Letter Agreements, Paragraph 7).

8.

Subsequent to the Letter Agreements and the Will Drill-MWI Assignments, on or about August 25, 2005, Will Drill, as assignor, and Pride, as assignee, and, upon information and belief, as agent for Defendant, entered into an "Assignment of Oil Gas and Mineral Leases and Bill of Sale" of identified mineral leases which cover and affect lands located within the Gahagan Prospect and the Martin Prospect, as recorded on September 1, 2005, under Registry No. 204599, Book 298, Page 651, Conveyance Records of Red River Parish, Louisiana ("Will Drill-Pride/Encana Assignment"). A copy of the Will Drill-Pride/Encana Assignment is attached hereto and made a part hereof as Exhibit "D."

9.

The Will Drill-Pride/Encana Assignment expressly reserved an overriding royalty interest in and to the Leases equal to the difference between all existing burdens of record and twenty-three percent (23%), free and clear of all costs other than production, severance or other similar taxes. ("Will Drill Reserved ORI").

10.

In addition, the Will Drill-Pride/Encana Assignment expressly provides that Pride "takes the Subject Properties subject to and agrees faithfully and timely perform the terms, conditions and provisions of the Leases and any other contract burdening the same, **including specifically, but not limited to ...**" two (2) assignments of overriding royalty interests ("ORRI") from Will-Drill to MWI, executed on August 22, 2005, and recorded under Registry Nos. 204492 and 204493 in the Conveyance Records of Red River Parish, Louisiana; necessarily including the Letter Agreements. (Emphasis added). (Will Drill-Pride/Encana Assignment, Paragraph 4).

11.

By act of *Assignment of Overriding Royalty*, filed of record on January 13, 2010, under Registry No. 220945, and *Assignment of Overriding Royalty*, filed of record on January 13, 2010, under Registry No. 220946, Conveyance Records of Red River Parish, Louisiana (jointly "MWI-Plaintiffs Assignments"), MWI assigned and transferred the interests as acquired via the Will Drill-MWI Assignments unto Plaintiffs, including, without limitation, the Letter Agreement rights in and to the Gahagan Prospect and the Martin Prospect. A copy of the MWI-Plaintiffs Assignments are attached hereto and made a part hereof as Exhibit "E, In Globo."

12.

Plaintiffs currently hold the interests as acquired via the MWI-Plaintiffs Assignments in the following ownership percentages:

Texas Gas Development, L.P.	46%
Wuellner Oil & Gas, Inc.	23%
Marshall Oil & Gas, Inc.	23%
Jarratt Enterprises, L.L.C.	8%

13.

Will-Drill subsequently made an assignment of the Will Drill ORRI, effective as of August 1, 2005, and recorded under Registry No. 207375, Book 305, Page 478, in the Conveyance Records of Red River Parish, Louisiana, unto Plaintiffs and others. A copy of the assignment is attached hereto and made a part hereof as Exhibit "F."

14.

On or about March 14, 2007, by that certain "Assignment of Oil, Gas and Mineral Leases," dated March 14, 2007, recorded under Registry No. 209610 in the Conveyance Records of Red River Parish, Louisiana, Pride, the agent, assigned to the principal, EnCana, record title of the Will Drill-Pride/EnCana Assignment interests. A copy of the assignment is attached hereto and made a part hereof as Exhibit "G."

15.

As detailed in the Letter Agreements and the various assignments set forth above, Plaintiffs hold specified overriding royalty interests in the specifically identified oil, gas and mineral leases and/or interests ("Leases"), as well as the right to participate in acquired oil, gas and mineral leases and/or mineral interests ("Additional Leases") within the Gahagan Prospect and the Martin Prospect.

16.

EnCana has not properly recognized and/or paid Plaintiffs for their respective ORRIs in and to the Leases, and has further failed to provide for Plaintiffs' participation in the Additional Leases in the Gahagan Prospect and the Martin Prospect, as required pursuant to the above identified instruments.

17.

In light of the recognition and payment deficiencies, on or about May 27, 2009, formal demand was made upon EnCana and Pride for an accounting and immediate payment of all

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funds outstanding, to be tendered within thirty (30) days of receipt of the notice. A copy of the May 27, 2009, demand letter is attached hereto as Exhibit "H."

18.

On or about June 16, 2009, EnCana responded to the demand letter stating that it was unable to provide the requested information within the thirty (30) day requirement and requested additional time to comply with the demand. A copy of the June 16, 2009, EnCana response is attached hereto and made a part hereof as Exhibit "I."

19.

Despite EnCana's express commitment to furnish information, more than four (4) months passed with no additional response from EnCana and the continued non-response from Pride.

20.

On or about October 7, 2009, Plaintiffs again provided formal notice and demand to Defendant. A copy of the notice is attached hereto and made a part hereof as Exhibit "J."

21.

Defendant failed to provide any response to the October 7, 2009, demand.

22.

As a result of the intentional, wrongful actions of EnCana, Plaintiffs have been deprived of their proper interests and the payments attributable to their respective mineral interests.

22.

Plaintiffs are therefore entitled to: (i) an accounting by Defendant; (ii) recognition of and/or proper assignment of their respective interests in the Leases and Additional Leases; (iii) proper payment for said interests; (iv) enforcement of the Letter Agreements and the Assignments identified herein; (v) damages, including double the amounts due, legal interest on each sum due from the date due; and (vi) reasonable attorneys' fees and costs.

WHEREFORE, PLAINTIFFS PRAY that citation issue and service be made upon defendant, ENCANA OIL & GAS (USA) INC.;

PLAINTIFFS FURTHER PRAY that after legal delays and due proceedings had herein, there be judgment in favor of Plaintiffs and against Defendant as follows:

1. Declaring that the Plaintiffs are properly determined and recognized as owners of their respective ORRIs in the Gahagan Prospect and the Martin Prospect and, as such, entitled to:

- (i) an accounting and payment of all ORRs to which they are entitled within the Gahagan Prospect and the Martin Prospect;
- (ii) recognition of and/or proper assignment of their respective interests in the Leases and Additional Leases;
- (iii) proper payment for said interests;
- (iv) enforcement of the Letter Agreements and the Assignments identified herein;
- (v) damages, including double the amounts due, legal interest on each sum due from the date due; and
- (vi) reasonable attorneys' fees and costs.

PLAINTIFFS FURTHER PRAY for all other legal and equitable relief to which they may be entitled in the premises.

DOWNER, HUGUET & WILHITE, L.L.C.

By: 

Philip E. Downer, III
La. Bar Roll No. 16894

M. Amy Burford McCartney
La. Bar Roll No. 29112

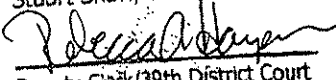
333 Texas Street, Suite 1325
Shreveport, LA 71101
318-213-4444
318-214-4445 (fax)

ATTORNEYS FOR PLAINTIFFS

PLEASE SERVE:

ENCANA OIL & GAS (USA) INC.
by and through its registered agent,
CT Corporation System
5615 Corporate Boulevard, Suite 400B
Baton Rouge, Louisiana

ATTEST A TRUE COPY
Stuart Shaw, Clerk of Court


Deputy Clerk/39th District Court
Red River Parish, Louisiana



WILL-DRILL RESOURCES, INC.
OIL & GAS EXPLORATION

LACY H. WILLIAMS, PRESIDENT
C. ALLEN WILLIAMS, VICE-PRESIDENT

416 TRAVIS, SUITE 1200 • SHREVEPORT, LA • 71101-3194
(318) 222-7464 • FAX (318) 222-7466

November 1, 2003

Marshall-Wuellner, Inc.
333 Texas Street, Suite 608
Shreveport, LA 71101

Attention: Tim Marshall

Re: Gahagan Prospect
Red River Parish, Louisiana

Gentlemen:

When accepted by you in the manner provided below, this letter evidences an agreement between **Will-Drill Resources, Inc.**, a Louisiana corporation, 416 Travis Street, Suite 1200, Shreveport, LA 71101, (hereinafter sometimes referred to as "Will-Drill") and **Marshall-Wuellner, Inc.**, a Louisiana corporation, 333 Texas Street, Suite 608, Shreveport, LA 71101 (hereinafter sometimes referred to as "M-W"), concerning the exploration and development of the Martin Prospect, as follows:

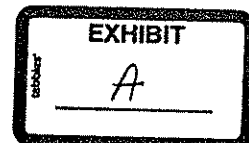
1. Contract Area

The area covered by this agreement is described as follows:

Sections 10, 11, 12, 14, 15, 16, 17, 20, 21, 22, 27, 28, 29, 32, 37, 39, 40 & 41 of Township 12 North, Range 10 West, all situated within Red River Parish, Louisiana; and herein after referred to as the "Contract Area".

2. Leases, Seismic, Etc.

Will-Drill, or its designee, Louisiana Gas Development Corporation, shall be solely responsible for acquiring any and all oil, gas and mineral interests within the Contract Area, including but not limited to oil and gas leases, farmout agreements, and seismic rights, and shall be solely



responsible for the costs and expenses of such acquisitions. Likewise the acquisition of new or existing seismic data and the costs associated therewith shall be the sole responsibility of Will-Drill.

3. Promotional Benefits

It is agreed and understood that Will-Drill and M-W shall share and share alike any promotional benefit derived from the sale to third parties of any oil, gas and mineral interests within the Contract Area, including but not limited to any monetary amount in excess of the acquisition costs and expenses. However, in no event shall the carried working interest delivered to M-W be less than an undivided ten percent (10%) on the first exploratory well drilled on the Contract Area.

4. Overriding Royalty Interest

It is agreed and understood that M-W shall receive an assignment of overriding royalty from Will-Drill equal to the difference, if any, between twenty-five percent (25%) and lease burdens, but in no case greater than two percent (2%) on any lease acquired by Will-Drill within the Contract Area. Subject to the terms and provisions of any such lease, Will-Drill will execute and deliver to M-W the aforementioned assignment within ninety (90) days of M-W's written request therefore.

5. Term of Agreement

This agreement shall remain in force and effect during the primary term of any oil and gas lease acquired by Will-Drill within the Contract Area and for two additional years thereafter. The term of this agreement shall remain as stipulated unless otherwise agreed to in writing by both Will-Drill and M-W. However, the foregoing notwithstanding, if no leases are acquired within the Contract Area this agreement will automatically expire two (2) years from the date hereof.

6. Relationship of the Parties

This agreement is not intended to create, and nothing herein shall be construed to create, an association, a trust or joint venture, a mining partnership or other partnership or entity of any kind. Should this agreement be construed to create an association or partnership within the meaning of Subchapter K of Chapter 1 of Subtitle A of the Internal Revenue Code of 1986 as amended, or within the meaning of any similar statute of the State of Louisiana, the parties hereto affirm that they have elected to be excluded from the application of said statute. Will-Drill is hereby authorized, when appropriate, to execute such election on behalf of the parties hereto and to file such election with the proper government office or agency; and, if requested, each party hereby agrees to execute and join in such election.

7. Agreement Binding on Heirs and Assigns

The provisions of this agreement shall be binding on the parties hereto, their heirs, executors, legal representatives, successors and assigns.

8. Non-Binding Mediation/Binding Arbitration

- a) On the written notice of any Party, whether before or after the institution of any legal proceeding, any action, dispute, claim or controversy of any kind now existing or hereafter arising between the Parties (a "Dispute") shall be submitted to non-binding mediation in accordance with the terms hereof.
- b) Any mediation shall be conducted before a mediator selected by mutual agreement of the Parties. If the Parties are unable to agree on any mediator within fifteen days following the delivery of the notice of Dispute (or if a mediator is selected, but is unable to serve, within fifteen days from the date such person has delivered notice of his or her inability to serve), then each of the two Parties shall submit the name of a proposed mediator, each of whom must be certified or otherwise qualified to serve as a mediator. The names of the proposed candidates will be placed in a container and a disinterested party shall select one name, which person shall serve as mediator. The mediator shall schedule the mediation at a mutually agreeable time for the mediation to be conducted as soon as possible, provided that all parties shall attempt in good faith to provide reasonable times for which such parties would be available. The mediation shall be conducted in Shreveport, Louisiana. The mediator shall provide to the Parties a list of rules or guidelines by which the Parties will conduct the mediation. The Parties will conduct the mediation in good faith in an attempt to resolve any Dispute. Each Party agrees to keep all Disputes and mediation proceedings strictly confidential except for disclosure of information required by applicable law.
- c) All fees of the mediator shall be paid by the Parties equally.
- d) On the written notice of any Party, whether made before or after the institution of any legal proceeding or before or after submission of any Dispute to mediation as above provided, any such Dispute shall be submitted to binding arbitration in accordance with the terms hereof. Any Party may, by any summary proceedings, bring an action in court to compel arbitration of any Dispute.
- e) Any arbitration shall be administered to the maximum extent applicable pursuant to the Federal Arbitration Act. Judgment on any award rendered by an arbitrator may be entered in any court having jurisdiction.
- f) Any arbitration shall be conducted before three arbitrators. Each of the two Parties shall select an arbitrator within fifteen days (the "Party Arbitrators"). The Party Arbitrators shall select a third arbitrator within thirty days (the "Neutral"). The Neutral shall have no significant prior business or personal relationship with any Party. If the Party Arbitrators are unable to agree on the selection of a Neutral within such thirty day period, then each Party Arbitrator shall submit the name of a proposed Neutral, each of whom must be certified or otherwise qualified to serve as an arbitrator. The names of the proposed candidates will be placed in a container and a disinterested party shall select one name, which person shall serve as Neutral. Each arbitrator shall be a person who is knowledgeable in the subject matter of

the Dispute. The arbitrators may engage engineers, accountants or other consultants that the arbitrators deem necessary to render a conclusion in the arbitration proceeding.

- g) To the maximum extent practicable, an arbitration proceeding hereunder shall be concluded within one hundred eighty (180) days of the date of the selection of the Neutral. Arbitration proceedings shall be conducted in Shreveport, Louisiana. The vote of any two of the arbitrators shall determine any matter brought before the arbitrators for resolution and shall be final and binding on all parties. Arbitrators shall be empowered to impose sanctions and to take such other actions as the arbitrators deem necessary to the same extent a judge could impose sanctions or take such other actions pursuant to the Federal Rules of Civil Procedure and applicable law. At the conclusion of any arbitration proceeding, the arbitrators shall make specific written findings of fact and conclusions of law. The arbitrators shall have the power to award recovery of all costs and fees to the prevailing Party. Each Party agrees to keep all Disputes and arbitration proceedings strictly confidential except for disclosure of information required by applicable law.
- h) All fees of the arbitrator and any engineer, accountant or other consultant engaged by the arbitrators, shall be paid in accordance with the decision of the arbitrators.
- i) In the event judicial proceedings are commenced in order to force any Party to comply with the terms of this arbitration provision, then, the losing party in such proceedings shall be liable for all costs and expenses of the prevailing party, including all attorneys' fees.

9. Area of Mutual Interest

The Contract Area shall constitute an Area of Mutual Interest between the parties hereto. If any party hereto, their successors or assigns, acquires a leasehold interest, farmout, seismic and/or drilling option, including extension or renewal of presently held interest, either directly or indirectly in acreage situated wholly or partly within said Area of Mutual Interest during the term of this agreement, the acquiring party shall advise the other party hereto in writing of such acquisition, including the location of the acreage acquired and a full description of the lease(s), interests and terms of such acquisition, including the purchase price. The party receiving such notice shall, within thirty (30) days after receipt of such notice (or within forty-eight (48) hours thereafter when there is an active rig drilling within the Area of Mutual Interest, the information from which will affect the value of the interest offered), advise the acquiring party whether it elects to purchase its share of the acquired interest, and, if an appropriate invoice is enclosed, such notice shall be accompanied by payment for its share of such acquired interest. Upon receipt of such payment, the acquiring party shall immediately execute and deliver to such other party an assignment without warranty of title, express or implied, of such party's interest in the leasehold or other interest so acquired. If the notified party elects not to purchase such interest, the interest acquired shall be owned entirely by the acquiring party. The provisions hereof shall not apply to acquisitions via mergers, corporate reorganizations or through consolidations with a subsidiary or affiliated company, partnership or individual.

10. Acceptance

This agreement shall not be binding upon Will-Drill until Participant indicates acceptance of the terms and provisions herein contained by executing in the space provided below and returning one (1) fully executed copy to Will-Drill within fifteen (15) days after receipt by Participant.

Yours very truly,

WILL-DRILL RESOURCES, INC.



C. Allen Williams
Vice-President

AGREED TO AND ACCEPTED THIS 11th DAY OF December, 2003.

Marshall-Wuellner, Inc.

By: 

Tim Marshall
President



WILL-DRILL RESOURCES, INC.
OIL & GAS EXPLORATION

LACY H. WILLIAMS, PRESIDENT
C. ALLEN WILLIAMS, VICE-PRESIDENT

416 TRAVIS, SUITE 1200 • SHREVEPORT, LA • 71101-3194
(318) 222-7464 • FAX (318) 222-7466

November 25, 2003

Marshall-Wuellner, Inc.
333 Texas Street, Suite 608
Shreveport, LA 71101

Attention: Tim Marshall

Re: Martin Prospect
Red River Parish, Louisiana

Gentlemen:

When accepted by you in the manner provided below, this letter evidences an agreement between **Will-Drill Resources, Inc.**, a Louisiana corporation, 416 Travis Street, Suite 1200, Shreveport, LA 71101, (hereinafter sometimes referred to as "Will-Drill") and **Marshall-Wuellner, Inc.**, a Louisiana corporation, 333 Texas Street, Suite 608, Shreveport, LA 71101 (hereinafter sometimes referred to as "M-W"), concerning the exploration and development of the Martin Prospect, as follows:

1. Contract Area

The area covered by this agreement is described as follows:

Sections 18 & 19 of Township 13 North, Range 8 West; and Sections 13, 14, 15, 16, 21, 22, 23, 24, 25, 26, 27, 28, 33, 34, 35 & 36 of Township 13 North, Range 9 West, all situated within Red River Parish, Louisiana; and herein after referred to as the "Contract Area".

2. Leases, Seismic, Etc.

Will-Drill shall be solely responsible for acquiring any and all oil, gas and mineral interests within the Contract Area, including but not limited to oil and gas leases, farmout agreements, and seismic rights, and shall be solely responsible for the costs and expenses of such

acquisitions. Likewise the acquisition of new or existing seismic data and the costs associated therewith shall be the sole responsibility of Will-Drill.

3. Promotional Benefits

It is agreed and understood that Will-Drill and M-W shall share and share alike any promotional benefit derived from the sale to third parties of any oil, gas and mineral interests within the Contract Area, including but not limited to any monetary amount in excess of the acquisition costs and expenses. However, in no event shall the carried working interest delivered to M-W be less than an undivided ten percent (10%) on the first exploratory well drilled on the Contract Area.

4. Overriding Royalty Interest

It is agreed and understood that M-W shall receive an assignment of overriding royalty from Will-Drill equal to the difference, if any, between twenty-five percent (25%) and lease burdens, but in no case greater than two percent (2%) on any lease acquired by Will-Drill within the Contract Area. Subject to the terms and provisions of any such lease, Will-Drill will execute and deliver to M-W the aforementioned assignment within ninety (90) days of M-W's written request therefore.

5. Term of Agreement

This agreement shall remain in force and effect during the primary term of any oil and gas lease acquired by Will-Drill within the Contract Area and for two additional years thereafter. The term of this agreement shall remain as stipulated unless otherwise agreed to in writing by both Will-Drill and M-W. However, the foregoing notwithstanding, if no leases are acquired within the Contract Area this agreement will automatically expire two (2) years from the date hereof.

6. Relationship of the Parties

This agreement is not intended to create, and nothing herein shall be construed to create, an association, a trust or joint venture, a mining partnership or other partnership or entity of any kind. Should this agreement be construed to create an association or partnership within the meaning of Subchapter K of Chapter 1 of Subtitle A of the Internal Revenue Code of 1986 as amended, or within the meaning of any similar statute of the State of Louisiana, the parties hereto affirm that they have elected to be excluded from the application of said statute. Will-Drill is hereby authorized, when appropriate, to execute such election on behalf of the parties hereto and to file such election with the proper government office or agency; and, if requested, each party hereby agrees to execute and join in such election.

7. Agreement Binding on Heirs and Assigns

The provisions of this agreement shall be binding on the parties hereto, their heirs, executors, legal representatives, successors and assigns.

8. Non-Binding Mediation/Binding Arbitration

- a) On the written notice of any Party, whether before or after the institution of any legal proceeding, any action, dispute, claim or controversy of any kind now existing or hereafter arising between the Parties (a "*Dispute*") shall be submitted to non-binding mediation in accordance with the terms hereof.
- b) Any mediation shall be conducted before a mediator selected by mutual agreement of the Parties. If the Parties are unable to agree on any mediator within fifteen days following the delivery of the notice of Dispute (or if a mediator is selected, but is unable to serve, within fifteen days from the date such person has delivered notice of his or her inability to serve), then each of the two Parties shall submit the name of a proposed mediator, each of whom must be certified or otherwise qualified to serve as a mediator. The names of the proposed candidates will be placed in a container and a disinterested party shall select one name, which person shall serve as mediator. The mediator shall schedule the mediation at a mutually agreeable time for the mediation to be conducted as soon as possible, provided that all parties shall attempt in good faith to provide reasonable times for which such parties would be available. The mediation shall be conducted in Shreveport, Louisiana. The mediator shall provide to the Parties a list of rules or guidelines by which the Parties will conduct the mediation. The Parties will conduct the mediation in good faith in an attempt to resolve any Dispute. Each Party agrees to keep all Disputes and mediation proceedings strictly confidential except for disclosure of information required by applicable law.
- c) All fees of the mediator shall be paid by the Parties equally.
- d) On the written notice of any Party, whether made before or after the institution of any legal proceeding or before or after submission of any Dispute to mediation as above provided, any such Dispute shall be submitted to binding arbitration in accordance with the terms hereof. Any Party may, by any summary proceedings, bring an action in court to compel arbitration of any Dispute.
- e) Any arbitration shall be administered to the maximum extent applicable pursuant to the Federal Arbitration Act. Judgment on any award rendered by an arbitrator may be entered in any court having jurisdiction.
- f) Any arbitration shall be conducted before three arbitrators. Each of the two Parties shall select an arbitrator within fifteen days (the "Party Arbitrators"). The Party Arbitrators shall select a third arbitrator within thirty days (the "Neutral"). The Neutral shall have no significant prior business or personal relationship with any Party. If the Party Arbitrators are unable to agree on the selection of a Neutral within such thirty day period, then each Party Arbitrator shall submit the name of a proposed Neutral, each of whom must be certified or otherwise qualified to serve as an arbitrator. The names of the proposed candidates will be placed in a container and a disinterested party shall select one name, which person shall serve as Neutral. Each arbitrator shall be a person who is knowledgeable in the subject matter of

the Dispute. The arbitrators may engage engineers, accountants or other consultants that the arbitrators deem necessary to render a conclusion in the arbitration proceeding.

- g) To the maximum extent practicable, an arbitration proceeding hereunder shall be concluded within one hundred eighty (180) days of the date of the selection of the Neutral. Arbitration proceedings shall be conducted in Shreveport, Louisiana. The vote of any two of the arbitrators shall determine any matter brought before the arbitrators for resolution and shall be final and binding on all parties. Arbitrators shall be empowered to impose sanctions and to take such other actions as the arbitrators deem necessary to the same extent a judge could impose sanctions or take such other actions pursuant to the Federal Rules of Civil Procedure and applicable law. At the conclusion of any arbitration proceeding, the arbitrators shall make specific written findings of fact and conclusions of law. The arbitrators shall have the power to award recovery of all costs and fees to the prevailing Party. Each Party agrees to keep all Disputes and arbitration proceedings strictly confidential except for disclosure of information required by applicable law.
- h) All fees of the arbitrator and any engineer, accountant or other consultant engaged by the arbitrators, shall be paid in accordance with the decision of the arbitrators.
- i) In the event judicial proceedings are commenced in order to force any Party to comply with the terms of this arbitration provision, then, the losing party in such proceedings shall be liable for all costs and expenses of the prevailing party, including all attorneys' fees.

9. Area of Mutual Interest

The Contract Area shall constitute an Area of Mutual Interest between the parties hereto. If any party hereto, their successors or assigns, acquires a leasehold interest, farmout, seismic and/or drilling option, including extension or renewal of presently held interest, either directly or indirectly in acreage situated wholly or partly within said Area of Mutual Interest during the term of this agreement, the acquiring party shall advise the other party hereto in writing of such acquisition, including the location of the acreage acquired and a full description of the lease(s), interests and terms of such acquisition, including the purchase price. The party receiving such notice shall, within thirty (30) days after receipt of such notice (or within forty-eight (48) hours thereafter when there is an active rig drilling within the Area of Mutual Interest, the information from which will affect the value of the interest offered), advise the acquiring party whether it elects to purchase its share of the acquired interest, and, if an appropriate invoice is enclosed, such notice shall be accompanied by payment for its share of such acquired interest. Upon receipt of such payment, the acquiring party shall immediately execute and deliver to such other party an assignment without warranty of title, express or implied, of such party's interest in the leasehold or other interest so acquired. If the notified party elects not to purchase such interest, the interest acquired shall be owned entirely by the acquiring party. The provisions hereof shall not apply to acquisitions via mergers, corporate reorganizations or through consolidations with a subsidiary or affiliated company, partnership or individual.

10. Acceptance

This agreement shall not be binding upon Will-Drill until Participant indicates acceptance of the terms and provisions herein contained by executing in the space provided below and returning one (1) fully executed copy to Will-Drill within fifteen (15) days after receipt by Participant.

Yours very truly,

WILL-DRILL RESOURCES, INC.



C. Allen Williams
Vice-President

AGREED TO AND ACCEPTED THIS 1st DAY OF December, 2003.

Marshall-Wuellner, Inc.

By: 

Tim Marshall
President

298
402

INSTRUMENT # 204492
FILED 3/20 2008 3:20 PM
Barclay Dy Clerk

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF LOUISIANA

PARISH OF RED RIVER

KNOW ALL MEN BY THESE PRESENTS THAT:

INSTRUMENT # 204492
BOOK 287 PAGE 102
STUART SHAW, CLERK OF COURT
Barclay Dy Clerk

WILL-DRILL RESOURCES, INC., a Louisiana corporation, whose address is 416 Travis Street, Suite 1200, Shreveport, Louisiana 71101 (hereinafter called "Assignor"), for and in consideration of One Hundred and No/100 Dollars (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto MARSHALL-WUELLNER, INC., a Louisiana corporation, whose mailing address is 333 Texas Street, Suite 608, Shreveport, Louisiana 71101 (hereinafter called "Assignee"), its heirs, successors and assigns, an overriding royalty interest equal to the difference between existing royalty burdens of record and twenty-three percent (23%), but in no case shall said overriding royalty interest be greater than two percent (2%), in and to the Oil, Gas and Mineral Leases described in Exhibit "A" (hereinafter called "Leases"), attached hereto and made a part hereof, subject to the terms, conditions covenants and obligations set forth in the Leases or subsequent assignments or reassignments of the Leases, pursuant to and subject to all of the terms and conditions set forth in this Assignment.

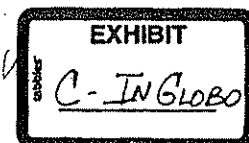
If the Lessors in said Leases own a less interest in the premises covered thereby than the entire mineral fee estate in all or any portion of the land described therein and affected hereby, then the overriding royalty herein conveyed as to such leases shall be proportionately reduced and shall be payable to Assignee in the proportion which the interest of Lessor in such oil and gas mineral rights bears to the entire undivided mineral fee estate therein.

In the event Assignor owns less than the entire leasehold estate in said Leases, the overriding royalty hereby conveyed in said Leases shall be proportionately reduced and paid to Assignee in the proportion which the interest of Assignor in said Leases bears to the entire undivided leasehold estate therein.

Said overriding royalty interest herein conveyed shall be charged with its proportionate part of all marketing, processing, gathering, and similar charges so charged against royalty owners in said Leases, and shall also be charged with its proportionate part of all severance and/or production taxes.

This Assignment of Overriding Royalty Interest shall be subject in all respects to the terms and provisions of that Farmout Agreement dated September 1, 2004, by and between Marathon Oil Company, as Farmor, and Will-Drill Resources, Inc., as Farmee, and the overriding royalty interest to be delivered herein shall be subordinate and inferior to the overriding royalty interest to be delivered pursuant to said Farmout Agreement.

The terms and provisions of this Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective legal representatives, successors, and assigns.



403

TO HAVE AND TO HOLD the said overriding royalty unto Assignee, his heirs and assigns, forever, in accordance with the terms and provisions of said Leases; this Assignment is made without warranty of title either express or implied.

IN WITNESS WHEREOF, this instrument is executed on the date set forth below and shall be effective separately as to each lease on the effective date hereof, respectively.

WITNESSES:

Judy Wuelner
Judy Wuelner
Bonnie Mullings
Bonnie Mullings

Judy Wuelner
Judy Wuelner
Bonnie Mullings
Bonnie Mullings

ASSIGNOR:

WILL-DRILL RESOURCES, INC.

By: *[Signature]*
Ernest L. Nix, Jr.
Agent and Attorney-in-Fact

ASSIGNEE:

MARSHALL-WUELLNER, INC.

By: *[Signature]*
Tim H. Marshall

404

ACKNOWLEDGEMENT

STATE OF LOUISIANA

PARISH OF CADDO

On this 22nd day of August, 2005, before me came and appeared Ernest L. Nix, Jr., to me, personally known, who being first duly sworn, did say he is the Agent and Attorney-in-Fact for Will-Drill Resources, Inc., a Louisiana Corporation, and that the foregoing instrument was signed on behalf of said Corporation, and that he executed the same as the free act and deed of said Corporation for the purposes and consideration therein expressed and in the capacity therein stated.

MY COMMISSION EXPIRES

David B. Harmon
NOTARY PUBLIC

DAVID B. HARMON, Notary Public
Bossier Parish, Louisiana
My Commission is for Life
Notary No. 56224

ACKNOWLEDGEMENT

STATE OF LOUISIANA

PARISH OF CADDO

On this 22nd day of August, 2005, before me came and appeared Tim H. Marshall to me, personally known, who being first duly sworn, did say he is the President of Marshall-Wueller, Inc., a Louisiana Corporation, and that the foregoing instrument was signed on behalf of said Corporation, and that he executed the same as the free act and deed of said Corporation for the purposes and consideration therein expressed and in the capacity therein stated.

MY COMMISSION EXPIRES

Klementine D. Harmon
NOTARY PUBLIC

KLEMENTINE D. HARMON, Notary Public
Caddo Parish, Louisiana
My Commission is for Life
Notary No. 56224

405

EXHIBIT "A"

Lessor	Lessee	Lease Date	Reg. #
Judith Walker Gibbs	Moneta Management LLC	2/1/2005	203348
H. Leon Walker	Moneta Management LLC	2/1/2005	203349
H&N Walker Ltd. Partnership	Moneta Management LLC	2/1/2005	203350
A&F Walker Limited Partnership	Moneta Management LLC	2/1/2005	203351
Walker Timber & Investment LLC	Moneta Management LLC	2/1/2005	203352
Willie Bryant Robinson, et ux	Moneta Management LLC	1/11/2005	203346
John William Thomley, Jr.	Moneta Management LLC	1/11/2005	203344
Pamela Thomley Jones	Moneta Management LLC	1/11/2005	203343
Harry Clyde Thomley	Moneta Management LLC	1/11/2005	203345
Succession of Jackie Hucksby, M.D.	Moneta Management LLC	1/11/2005	203347
Mary Virginia Fowler	Moneta Management LLC	1/28/2005	203354
Bethy Michas, Indiv. & as AIF for Brenda Holloway, et al	Moneta Management LLC	1/18/2005	203356
Spencer Jones Owens, et ux	Moneta Management LLC	1/10/2005	203338
Deplessier Land, LLC	Moneta Management LLC	1/6/2005	203342
James Garlin Adkins Childrens' Trust	Moneta Management LLC	1/15/2005	203333
John Allen James, et ux	Moneta Management LLC	1/15/2005	203341
Bill Rogers Shaw, et ux	Moneta Management LLC	1/8/2005	203337
Ronald William Albright, et ux	Moneta Management LLC	1/10/2005	203334
Robert Spencer Baker, et ux	Moneta Management LLC	2/2/2005	203336
Robert L. Frederick and Patricia R. Frederick	Moneta Management LLC	2/2/2005	203360
Janell Peazell Thomley	Moneta Management LLC	1/25/2005	203361
Gordon E. Foster & Succ. Of Avis M. C. Foster	Moneta Management LLC	2/2/2005	204381
Athelene Smith Edgar	Moneta Management LLC	1/6/2005	203357
Dianne Nettles Martin & Nancy Nettles	Moneta Management LLC	1/10/2005	203339
Red River Parish Law Enforcement District	Moneta Management LLC	1/19/2005	203340
Betty Kay Emerson	Moneta Management LLC	1/25/2005	203354
Doyle L. Bell, et ux	Moneta Management LLC	1/15/2005	203335
Ernest W. Hayes, et al	Moneta Management LLC	1/18/2005	203356
Iris Marky Almond and Doris Elizabeth Almond	Moneta Management LLC	2/2/2005	203362
Rachel Erin Dudley	Moneta Management LLC	2/2/2005	203363
Tommy C. Wimberly	Moneta Management LLC	1/18/2005	203359
Stan Horton, Agent & AIF for Dukie Allen	Moneta Management LLC	1/26/2005	203355
Aubrey Earl Bonnette, et ux	Moneta Management LLC	1/25/2005	203352
Sims Gafford, et ux	Moneta Management LLC	1/22/2005	203353
Robert Brown, et ux	Moneta Management LLC	1/25/2005	203365
Galle E. Bowling	Moneta Management LLC	1/28/2005	203366
Dallas B. Russell, Jr.	Moneta Management LLC	1/28/2005	203636
David W. Russell	Moneta Management LLC	1/28/2005	203637
Benjamin O. Jones IV, et ux	North Louisiana Land Associates, LLC	12/10/2004	202822
Norence C. Delo	North Louisiana Land Associates, LLC	12/8/2004	202816
Deplessier Land LLC, et al	North Louisiana Land Associates, LLC	12/9/2004	202809
Marcus A. Long, Jr., et ux	North Louisiana Land Associates, LLC	12/15/2004	202821
Johnny Ray Norman, et ux	North Louisiana Land Associates, LLC	12/8/2004	202813
Alice Norman Wren	North Louisiana Land Associates, LLC	12/22/2004	203284
Timothy Lane Norman & Kimberly Norman McCoy	North Louisiana Land Associates, LLC	12/23/2004	203291
Laura Orel Norman Sullivan	North Louisiana Land Associates, LLC	12/29/2004	203295
Turner Stephens Jones II & Pamela Jones Prothro	North Louisiana Land Associates, LLC	12/28/2004	203292
Threeda Praelow	North Louisiana Land Associates, LLC	12/8/2004	202814
Clarence Clayton Laster, Jr., et ux	North Louisiana Land Associates, LLC	12/13/2004	202808
Robert Earl Laster	North Louisiana Land Associates, LLC	12/13/2004	204377

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Creswood Land Management Ltd.	North Louisiana Land Associates, LLC	12/14/2004	202817
Burns Forest Products, Inc.	North Louisiana Land Associates, LLC	12/16/2004	202820
Bobby James Stoute, et ux	North Louisiana Land Associates, LLC	12/13/2004	202812
Michael L. Jeter, et ux	North Louisiana Land Associates, LLC	12/13/2004	202811
James A. Dickerson	North Louisiana Land Associates, LLC	12/8/2004	202818
Timmy W. Hughes, et ux	North Louisiana Land Associates, LLC	12/8/2004	202819
Benjamin O. Jones, III	North Louisiana Land Associates, LLC	12/13/2004	202810
Wendell L. Gieger, et ux	North Louisiana Land Associates, LLC	12/13/2004	203293
Louis Smith, Jr., et ux	North Louisiana Land Associates, LLC	12/22/2004	203296
Onald W. Driggers, et ux	Hunter Energy Corporation	12/18/2003	202509
Robert E. Bethard, et ux	Hunter Energy Corporation	1/23/2004	202514
The Bethard Corp.	Hunter Energy Corporation	1/23/2004	202515
Timothy Craig Clift & Shelly K. Clift	Hunter Energy Corporation	4/1/2004	202516
Bolgam Oil Company, Inc.	Hunter Energy Corporation	2/24/2004	202518
Martin Timber Company, LLC	Will-Drill Resources, Inc.	12/10/2004	203298
Martin Timber Company, LLC	Will-Drill Resources, Inc.	1/12/2005	203601
Weyerhaeuser Company	Will-Drill Resources, Inc.	3/18/2005	203669
Martin Timber Company, LLC	Will-Drill Resources, Inc.	1/10/2005	203297
Donna McManaway Jones	Hunter Energy Corporation	9/27/2004	202525
The Hilsgeard E. Shepherd Revocable Trust	Hunter Energy Corporation	1/5/2004	202513
Martha Lea Horton	Hunter Energy Corporation	1/18/2004	202529
Mary Ann Horton Adams et al	Hunter Energy Corporation	1/17/2004	202528
William Wayne McCoy	Hunter Energy Corporation	9/20/2004	202523
Robert David McCoy	Hunter Energy Corporation	9/28/2004	202526
Jerry L. McCoy	Hunter Energy Corporation	10/1/2004	202527
Merrell Marston McCoy	Hunter Energy Corporation	9/16/2004	202522
Michael R. McCoy	Hunter Energy Corporation	8/23/2004	202524
Mark A. McCoy et ux	Hunter Energy Corporation	9/16/2004	202520
Virginia McCoy Dupree et vir	Hunter Energy Corporation	9/16/2004	202521
Alexa McCoy Oberlander	Hunter Energy Corporation	9/16/2004	202517
Norma C. Horton, et al	Hunter Energy Corporation	12/18/2003	202510
Martin Timber Co.	Hunter Energy Corporation	12/18/2003	202595
Travis Hale et ux	Will-Drill Resources, Inc.	1/15/2004	203091
Ima Jean Woodard Smith	Will-Drill Resources, Inc.	2/1/2005	203220
Grace Woodard Lindsey	Will-Drill Resources, Inc.	2/4/2005	203219
Laura Woodard Cooper	Will-Drill Resources, Inc.	2/4/2005	203218
Glen L. Woodard	Will-Drill Resources, Inc.	1/15/2004	203217
Ima Jean Woodard Smith, et al	Will-Drill Resources, Inc.	2/1/2005	203221
Cynthia Smith Thomas	Will-Drill Resources, Inc.	1/15/2004	203224
Henry Alvin Smith	Will-Drill Resources, Inc.	1/15/2004	203223
Thomas Eric Smith	Will-Drill Resources, Inc.	1/15/2004	203222
Bikate, Inc.	Will-Drill Resources, Inc.	1/15/2004	203032
Richard Wayne Baker	Will-Drill Resources, Inc.	1/15/2004	203033
Gustave A. Oberlander	Will-Drill Resources, Inc.	1/15/2004	203034
Sue Sanders Dietrich	Will-Drill Resources, Inc.	1/15/2004	203214
Susan Dietrich Rolfs	Will-Drill Resources, Inc.	1/15/2004	203216
Kristine Dietrich Keating	Will-Drill Resources, Inc.	1/15/2004	203215
Richard Scott McCoy	Will-Drill Resources, Inc.	1/15/2004	203444
Stanley Richard Horton	Hunter Energy Corporation	12/19/2003	202511
Dianne Horton Baugh	Hunter Energy Corporation	12/19/2003	202512
Barbara Elaine A. Keys	Hunter Energy Corporation	1/15/2004	203443
Melissa Renee Kerry Malcom	Hunter Energy Corporation	3/18/2005	204189

407

J. W. Adcock Investments, L.P.	Will-Drill Resources, Inc.	9/14/2004	202542
Joan Adcock, Individually and as Trustee	Will-Drill Resources, Inc.	9/14/2004	202543
Mary Ann Brown, et vir	Will-Drill Resources, Inc.	9/14/2004	202544
Sherry Smith Craper	Hunter Energy Corporation	4/6/2005	204172
Connie Meek Smith	Hunter Energy Corporation	4/6/2005	204170
Judy Smith Alexrod	Hunter Energy Corporation	4/6/2005	204171
Edgar Cason et ux	Hunter Energy Corp.	11/23/2004	202764

298
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ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF LOUISIANA

PARISH OF RED RIVER

KNOW ALL MEN BY THESE PRESENTS THAT:

WILL-DRILL RESOURCES, INC., a Louisiana corporation, whose address is 416 Travis Street, Suite 1200, Shreveport, Louisiana 71101 (hereinafter called "Assignor"), for and in consideration of One Hundred and No/100 Dollars (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto MARSHALL-WUELLNER, INC., a Louisiana corporation, whose mailing address is 333 Texas Street, Suite 608, Shreveport, Louisiana 71101 (hereinafter called "Assignee"), its heirs, successors and assigns, an overriding royalty interest equal to the difference between existing royalty burdens of record and twenty-three percent (23%), but in no case shall said overriding royalty interest be greater than two percent (2%), in and to the Oil, Gas and Mineral Leases described in Exhibit "A" (hereinafter called "Leases"), attached hereto and made a part hereof, subject to the terms, conditions covenants and obligations set forth in the Leases or subsequent assignments or reassignments of the Leases, pursuant to and subject to all of the terms and conditions set forth in this Assignment.

If the Lessors in said Leases own a less interest in the premises covered thereby than the entire mineral fee estate in all or any portion of the land described therein and affected hereby, then the overriding royalty herein conveyed as to such leases shall be proportionately reduced and shall be payable to Assignee in the proportion which the interest of Lessor in such oil and gas mineral rights bears to the entire undivided mineral fee estate therein.

In the event Assignor owns less than the entire leasehold estate in said Leases, the overriding royalty hereby conveyed in said Leases shall be proportionately reduced and paid to Assignee in the proportion which the interest of Assignor in said Leases bears to the entire undivided leasehold estate therein.

Said overriding royalty interest herein conveyed shall be charged with its proportionate part of all marketing, processing, gathering, and similar charges so charged against royalty owners in said Leases, and shall also be charged with its proportionate part of all severance and/or production taxes.

The terms and provisions of this Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective legal representatives, successors, and assigns.

TO HAVE AND TO HOLD the said overriding royalty unto Assignee, his heirs and assigns, forever, in accordance with the terms and provisions of said Leases; this Assignment is made without warranty of title either express or implied.

IN WITNESS WHEREOF, this instrument is executed on the date set forth below and shall be effective separately as to each lease on the effective date hereof, respectively.

INSTRUMENT # 204493
PAGE 408
CLERK OF COURT
Bevilacqua BY CLERK

409

WITNESSES:

Andy Weller
Andy Weller
Bonnie Mullings
Bonnie Mullings

Andy Weller
Andy Weller
Bonnie Mullings
Bonnie Mullings

ASSIGNOR:

WILL-DRILL RESOURCES, INC.

By: [Signature]
Ernest L. Nix, Jr.
Agent and Attorney-in-Fact

ASSIGNEE:

MARSHALL-WUELLNER, INC.

By: [Signature]
Tim H. Marshall

410

ACKNOWLEDGEMENT

STATE OF LOUISIANA

PARISH OF CADDO

On this 22nd day of AUGUST, 2005, before me came and appeared Ernest L. Nix, Jr., to me, personally known, who being first duly sworn, did say he is the Agent and Attorney-in-Fact for Will-Drill Resources, Inc., a Louisiana Corporation, and that the foregoing instrument was signed on behalf of said Corporation, and that he executed the same as the free act and deed of said Corporation for the purposes and consideration therein expressed and in the capacity therein stated.

MY COMMISSION EXPIRES

David B. Harmon
NOTARY PUBLIC

DAVID B. HARMON, Notary Public
Bossier Parish, Louisiana
My Commission is for Life
Notary No. 55224

ACKNOWLEDGEMENT

STATE OF LOUISIANA

PARISH OF CADDO

On this 22nd day of August, 2005, before me came and appeared Tim H. Marshall to me, personally known, who being first duly sworn, did say he is the President of Marshall-Wueliner, Inc., a Louisiana Corporation, and that the foregoing instrument was signed on behalf of said Corporation, and that he executed the same as the free act and deed of said Corporation for the purposes and consideration therein expressed and in the capacity therein stated.

MY COMMISSION EXPIRES

Kemerton Dean Hargrove
NOTARY PUBLIC

KEMERTON DEAN HARGROVE, Notary Public
Caddo Parish, Louisiana
My Commission is for Life
Notary No. 2920

411

EXHIBIT "A"

Lessor	Lessee	Lea. Date	Reg. #
Thomas Paxton Stephens, III et al	Louisiana Gas Development Corp.	12/10/2003	201919
Amistead Corporation	Louisiana Gas Development Corp.	12/12/2003	201920
Roberta Burks Drake, et al	Louisiana Gas Development Corp.	12/12/2003	201917
Mary Ann Hadden	Louisiana Gas Development Corp.	12/12/2003	201921
Antoinette Waller Stephens McVea, et al	Louisiana Gas Development Corp.	2/9/2004	201925
Susan Stephens Lambert	Louisiana Gas Development Corp.	2/9/2004	201923
Rebecca Lynne Stephens Christian	Louisiana Gas Development Corp.	2/9/2004	201922
Dr. Jill Ann Rush Kolodzey et al	Louisiana Gas Development Corp.	12/24/2003	201918
Pugh T. Huckaby, Jr. & Julie Ann R. Huckaby	Louisiana Gas Development Corp.	1/12/2004	201924
Mary Tom Wilkinson Almond, et al	Louisiana Gas Development Corp.	12/13/2004	202903
Donald G. Horton and Patricia H. Horton	Louisiana Gas Development Corp.	12/13/2004	202902
John Gordon Stuart, et al	Louisiana Gas Development Corp.	12/13/2004	202901
Alden Herbert Horton and Susan H. Horton	Louisiana Gas Development Corp.	12/13/2004	202900
MLA, Inc.	Louisiana Gas Development Corp.	12/23/2004	202899
Ed F. Lester, Jr. et al	Louisiana Gas Development Corp.	12/13/2004	202898
Eva Stuart Campbell	Louisiana Gas Development Corp.	12/13/2004	202904
Midotto Properties, LP	Louisiana Gas Development Corp.	1/18/2005	204239
Camille Lelong, Indiv. And as AIF Ruth Lelong	Louisiana Gas Development Corp.	12/13/2004	202905
Thomas Paxton Stephens, III et al	Louisiana Gas Development Corp.	12/13/2004	203171
Thomas Paxton Stephens, III et al	Louisiana Gas Development Corp.	1/20/2005	203170
Antoinette Waller Stephens McVea, et al	Louisiana Gas Development Corp.	3/31/2005	204240
Rebecca Lynne Stephens Christian	Louisiana Gas Development Corp.	3/31/2005	204237
Susan Stephens Lambert	Louisiana Gas Development Corp.	3/31/2005	204238

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Page 651

ASSIGNMENT OF OIL, GAS AND MINERAL LEASES
AND BILL OF SALE

INSTRUMENT # 204599
FILED: 9-1-2005 10:35 AM
Devin P. Upkins DY CLERK

STATE OF LOUISIANA
PARISH OF RED RIVER

INSTRUMENT # 204599
PAGE 457
JUL 29 2005
CLERK OF COURT
CLERK

THIS ASSIGNMENT OF OIL, GAS AND MINERAL LEASES AND BILL OF SALE (this "Assignment") dated August 25, 2005, is from WRI-Drill Resources, Inc. (the "Assignor") to Pride Oil & Gas Properties, Inc. ("Assignee"). Assignor and Assignee may hereinafter be referred to individually as "Party" or collectively as "Parties."

Assignor, for and in consideration of the sum of \$100.00 cash in hand paid and other good and valuable considerations and mutual benefits, the receipt and full sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and convey unto Assignee all of Assignor's right, title and interest in the oil, gas and mineral leases described on Exhibit A (the "Leases") and wells located thereon or on lands pooled, unitized or communitized therewith as also described on Exhibit A (the "Wells"). The Leases and Wells may be hereafter referred to as the "Subject Properties."

TO HAVE AND TO HOLD the Subject Properties unto Assignee, its successors and assigns, forever.

Assignors and Assignee further agree as follows.

1. This Assignment shall be effective for all purposes as of August 1, 2005 at 7:00 A.M. Central Time (the "Effective Date").
2. THIS ASSIGNMENT IS MADE WITHOUT ANY WARRANTY OF TITLE OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, TO THE SUBJECT PROPERTIES EXCEPT FOR CLAIMS ARISING BY, THROUGH AND UNDER ASSIGNOR, BUT NOT OTHERWISE.
3. ASSIGNORS EXPRESSLY DISCLAIM AND NEGATE ANY WARRANTY AS TO THE CONDITION OF ANY PERSONAL PROPERTY, EQUIPMENT, FIXTURES AND ITEMS OF MOVABLE PROPERTY COMPRISING ANY PART OF THE SUBJECT PROPERTY, INCLUDING (i) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (ii) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (iii) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (iv) ANY RIGHTS OF ASSIGNEE UNDER APPLICABLE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION, AND (v) ANY CLAIM BY ASSIGNEE FOR DAMAGES BECAUSE OF DEFECTS, WHETHER KNOWN OR UNKNOWN, IT BEING EXPRESSLY UNDERSTOOD BY ASSIGNEE THAT SAID PERSONAL PROPERTY, FIXTURES, EQUIPMENT AND ITEMS ARE BEING CONVEYED TO ASSIGNEE "AS IS, WHERE IS," WITH ALL FAULTS AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR.



4. Assignee takes the Subject Properties subject to and agrees to faithfully and timely perform the terms, conditions and provisions of the Leases and any other contract burdening the same including specifically, but not limited to

- a) that certain Farmout Agreement dated September 1, 2004, by and between Marathon Oil Company, as Farmor, and Will-Drill Resources, Inc., as Farmee, and
- b) those certain Assignments of Overriding Royalty Interest from Will-Drill Resources, Inc., as Assignor, to Marshall-Wueliner, Inc., as Assignee, executed on August 22, 2005 but effective as of the date of execution of the respective Oil, Gas and Mineral Leases, and recorded as Registry No. 204492 and Registry No. 204493 in the Conveyance Records of Red River Parish, Louisiana.

Assignee assumes and agrees to pay, perform, fulfill and discharge all claims, costs, expenses, liabilities and obligations accruing or relating to the owning, developing, exploring, operating or maintaining of the Subject Properties after the Effective Date, including specifically, but without limitation, the obligation to legally plug and abandon any well listed on Exhibit A.

5. Assignor reserves unto itself, its successors and assigns, an overriding royalty interest in and to the Leases equal to the difference between all existing burdens of record and twenty-three percent (23%), provided, however, that the overriding royalty interest herein reserved shall be proportionately reduced if any of the Leases does not cover a full mineral interest and/or this Assignment does not convey full leasehold rights in any of the Leases. The overriding royalty interest reserved herein shall be free and clear of all costs other than production, severance or other similar taxes.

6. Assignor shall indemnify and hold harmless Assignee from and against any and all loss, cost, claim, expense, demand or liability whatsoever arising, in connection with or related to, the ownership or use of the Subject Properties prior to the Effective Date. Assignee shall indemnify and hold harmless Assignor from and against any and all loss, cost, claim, expense, demand or liability whatsoever arising, in connection with or related to, the ownership or use of the Subject Properties from and after the Effective Date.

7. This Assignment binds and inures to the benefit of Assignors and Assignee and their respective successors and assigns.

8. The Exhibits attached to this Assignment are hereby incorporated by this reference and constitute a part of this Assignment.

IN WITNESS THEREOF, Assignee and Assignors have duly executed this Assignment,
as of the day and year first above written.

Witnesses:

Susan Leon
Susan Leon
Bonnie Mullings
Bonnie Mullings

Lacie Romero
Lacie Romero
J. B. Moulton, II
J.B. Moulton, II

ASSIGNOR:

WILCO DRILL RESOURCES, INC.

[Signature]
By: Ernest L. Nod Jr.
Title: Agent and Attorney-in-Fact

ASSIGNEE:

PRIDE OIL & GAS PROPERTIES, INC.


[Signature]
By: Paul E. Zehnder, III
Title: Vice-President

STATE OF LOUISIANA

PARISH OF CADDO

BEFORE ME the undersigned authority, personally came and appeared Ernest L. Nix, Jr., duly authorized Agent and Attorney-in-Fact of Will-Drill Resources, Inc., a Louisiana Corporation, and that the foregoing instrument was signed in behalf of said Corporation, and said Appearer acknowledged said instrument to be the free act and deed of said Corporation.

IN WITNESS WHEREOF, I hereunto set my hand and seal on this 26 day of August 2005.


Notary Public in and for
Caddo Parish, Louisiana
My Commission is for life.

KEMERTON DEAN HARGROVE, Notary Public
Caddo Parish, Louisiana
My Commission is for Life
Notary No. 2820

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME the undersigned authority, personally came and appeared Paul R. Zehnder, III, duly authorized Vice-President of Pride Oil & Gas Properties, Inc. Louisiana Corporation, and that the foregoing instrument was signed in behalf of said Corporation, and said Appearer acknowledged said instrument to be the free act and deed of said Corporation.

IN WITNESS WHEREOF, I hereunto set my hand and seal on this 31 day of August 2005.

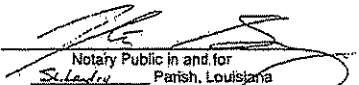

Notary Public in and for
Lafayette Parish, Louisiana
My Commission is for life.
Notary No. 77041
Robert Sandoz

EXHIBIT "A"

Attached to and made a part of that Assignment of Oil, Gas and Mineral Leases and Bill of Sale from Will-Drill Resources, Inc., Assignor, to Pride Oil and Gas Properties, Inc., Assignee, with effective date of August 1, 2005

The Registry numbers listed hereinafter refer to the Conveyance Records of Red River Parish, Louisiana.

Lessor	Lessee	Lease Date	Reg. #
Judith Walker Gless	Moneta Management LLC	2/1/2005	203348
H. Linn Walker	Moneta Management LLC	2/1/2005	203349
H&L Walker Ltd. Partnership	Moneta Management LLC	2/1/2005	203350
ALF Walker Limited Partnership	Moneta Management LLC	2/1/2005	203351
Walker Timber & Investment LLC	Moneta Management LLC	2/1/2005	203352
Wilde Bryant Robinson, et al	Moneta Management LLC	1/11/2005	203348
John Wilson Thornley, Jr.	Moneta Management LLC	1/11/2005	203344
Patricia Thornley Jones	Moneta Management LLC	1/11/2005	203343
Henry Clyde Thornley	Moneta Management LLC	1/11/2005	203345
Succession of Jackie Huckaby, M.D.	Moneta Management LLC	1/11/2005	203347
Mary Virginia Fowler	Moneta Management LLC	1/22/2005	203354
Betsy Mahan, Indiv. & as AIF for Brenda Morrow, et al	Moneta Management LLC	2/18/2005	203358
Spencer Jones Owens, et al	Moneta Management LLC	1/18/2005	203359
Deplessier Land, LLC	Moneta Management LLC	1/8/2005	203342
James Garth Adkins Children's Trust	Moneta Management LLC	1/15/2005	203333
John Alton James, et al	Moneta Management LLC	1/15/2005	203341
Bill Rogers Shaw, et al	Moneta Management LLC	1/5/2005	203337
Ronald William Albright, et al	Moneta Management LLC	1/18/2005	203334
Robert Spencer Baker, et al	Moneta Management LLC	2/2/2005	203335
Robert L. Fredericks and Patricia R. Fredericks	Moneta Management LLC	2/2/2005	203360
Jeffrey Fozell Thornley	Moneta Management LLC	1/25/2005	203351
Gordon E. Foster & Succ. Of Ayle M. C. Foster	Moneta Management LLC	2/2/2005	203391
Alphaine Smith Edger	Moneta Management LLC	1/8/2005	203357
Dianne Nestles Martin & Nancy Nestles	Moneta Management LLC	1/10/2005	203339
Red River Parish Law Enforcement District	Moneta Management LLC	1/18/2005	203340
Betty Kay Emerson	Moneta Management LLC	1/25/2005	203354
Dwyle L. Bell, et al	Moneta Management LLC	1/15/2005	203335
Ernest W. Hayes, et al	Moneta Management LLC	1/18/2005	203356
Mrs Marjorie Almond and Doris Elizabeth Almond	Moneta Management LLC	2/2/2005	203362
Rachel Erin Dudley	Moneta Management LLC	2/2/2005	203363
Tommy C. Winberry	Moneta Management LLC	1/18/2005	203359
Stan Horton, Agent & AIF for Duffie Allen	Moneta Management LLC	1/28/2005	203355
Aubrey Earl Bornette, et al	Moneta Management LLC	1/25/2005	203352
Suzie Gaffard, et al	Moneta Management LLC	1/22/2005	203353
Robert Brown, et al	Moneta Management LLC	1/25/2005	203355
Gailo E. Bowling	Moneta Management LLC	1/22/2005	203358
Dallas B. Russell, Jr.	Moneta Management LLC	1/28/2005	203356
David W. Russell	Moneta Management LLC	1/28/2005	203357
Benjamin D. Jones IV, et al	North Louisiana Land Associates, LLC	12/10/2004	202822
Norance C. Delo	North Louisiana Land Associates, LLC	12/8/2004	202816
Deplessier Land LLC, et al	North Louisiana Land Associates, LLC	12/8/2004	202809
Marous A. Long, Jr., et al	North Louisiana Land Associates, LLC	12/16/2004	202821
Johnny Ray Norman, et al	North Louisiana Land Associates, LLC	12/8/2004	202813
Alice Norman Wren	North Louisiana Land Associates, LLC	12/22/2004	202894

EXHIBIT "A"

Attached to and made a part of that Assignment of Oil, Gas and Mineral Leases and Bill of Sale from Will-Drill Resources, Inc., Assignor, to Pride Oil and Gas Properties, Inc., Assignee, with effective date of August 1, 2005

Lessor	Lessee	Lease Date	Page #
Timothy Lane Norman & Kimberly Norman McCoy	North Louisiana Land Associates, LLC	12/23/2004	203291
Laura Oyd Norman Sullivan	North Louisiana Land Associates, LLC	12/29/2004	203295
Tomer Stephen Jones II & Pamela Jones Prothro	North Louisiana Land Associates, LLC	12/29/2004	203292
Theresa Preslow	North Louisiana Land Associates, LLC	12/29/2004	202814
Garrence Clayton Lester Jr., et ux	North Louisiana Land Associates, LLC	12/13/2004	202808
Robert Earl Lester	North Louisiana Land Associates, LLC	12/12/2004	204377
Creswood Land Management Ltd.	North Louisiana Land Associates, LLC	12/14/2004	202817
Burns Forest Products, Inc.	North Louisiana Land Associates, LLC	12/15/2004	202820
Robby James Smith, et ux	North Louisiana Land Associates, LLC	12/13/2004	202812
Nicholas L. Jeter, et ux	North Louisiana Land Associates, LLC	12/13/2004	202811
James A. Dickster	North Louisiana Land Associates, LLC	12/8/2004	202818
Timmy W. Hughes, et ux	North Louisiana Land Associates, LLC	12/8/2004	202819
Benjamin C. Jones, III	North Louisiana Land Associates, LLC	12/13/2004	202810
Wendell L. Geyer, et ux	North Louisiana Land Associates, LLC	12/13/2004	203293
Louis Smith, Jr., et ux	North Louisiana Land Associates, LLC	12/22/2004	203296
Donald W. Driggers, et ux	Hunter Energy Corporation	12/16/2003	202509
Robert E. Bedford, et ux	Hunter Energy Corporation	12/16/2004	202514
The Bedard Corp.	Hunter Energy Corporation	12/23/2004	202516
Timothy Craig Cih & Shelly K. Cih	Hunter Energy Corporation	4/16/2004	202518
Belgian Oil Company, Inc.	Hunter Energy Corporation	2/24/2004	202518
Marlin Timber Company, LLC	Will-Drill Resources, Inc.	12/19/2004	203296
Marlin Timber Company, LLC	Will-Drill Resources, Inc.	11/22/2005	203300
Weyerhaeuser Company	Will-Drill Resources, Inc.	3/18/2005	203360
Marlin Timber Company, LLC	Will-Drill Resources, Inc.	1/10/2005	203297
Donna McVanehey Jones	Hunter Energy Corporation	9/27/2004	202529
The Hildebrand E. Shepherd Revocable Trust	Hunter Energy Corporation	1/5/2004	202513
Monika Lee Horton	Hunter Energy Corporation	11/8/2004	202529
Mary Ann Horton Adams et al	Hunter Energy Corporation	11/7/2004	202528
William Wayne McCoy	Hunter Energy Corporation	9/20/2004	202503
Robert David McCoy	Hunter Energy Corporation	8/28/2004	202526
Jerry L. McCoy	Hunter Energy Corporation	10/17/2004	202527
Mervin Morrison McCoy	Hunter Energy Corporation	9/18/2004	202522
Michael R. McCoy	Hunter Energy Corporation	8/23/2004	202524
Mark A. McCoy et ux	Hunter Energy Corporation	8/16/2004	202520
Virginia McCoy Duzroc et ux	Hunter Energy Corporation	8/16/2004	202521
Alexa McCoy Oberlander	Hunter Energy Corporation	8/16/2004	202517
Norma C. Horton, et al	Hunter Energy Corporation	12/19/2003	202510
Marlin Timber Co.	Hunter Energy Corporation	12/19/2003	202695
Travis Hule et ux	Will-Drill Resources, Inc.	11/15/2004	203301
Una Jean Woodard Smith	Will-Drill Resources, Inc.	2/1/2005	203220
Grace Woodard Lindsey	Will-Drill Resources, Inc.	2/4/2005	203219
Laura Woodard Cooper	Will-Drill Resources, Inc.	2/4/2005	203218
Glen L. Woodard	Will-Drill Resources, Inc.	1/15/2004	203217
Una Jean Woodard Smith, et al	Will-Drill Resources, Inc.	2/1/2005	203221
Cynthia Smith Thomas	Will-Drill Resources, Inc.	11/15/2004	203224

EXHIBIT "A"

Attached to and made a part of that Assignment of Oil, Gas and Mineral Leases and Bill of Sale from Will-Drill Resources, Inc., Assignor, to Pride Oil and Gas Properties, Inc., Assignee, with effective date of August 1, 2005

Lessor	Lessee	Lease Date (Reg. #)
Henry Alvin Smith	Will-Drill Resources, Inc.	11/18/2004 203223
Thomas Eric Smith	Will-Drill Resources, Inc.	11/18/2004 203222
Bokate, Inc.	Will-Drill Resources, Inc.	11/18/2004 203032
Richard Wayne Baker	Will-Drill Resources, Inc.	11/18/2004 203033
Gustave A. Oberlander	Will-Drill Resources, Inc.	11/18/2004 203034
Sue Sanders Dietrich	Will-Drill Resources, Inc.	11/18/2004 203214
Susan Ditchell Rolfe	Will-Drill Resources, Inc.	11/18/2004 203216
Kurtina Dietrich Keating	Will-Drill Resources, Inc.	11/18/2004 203215
Richard Scott McCoy	Will-Drill Resources, Inc.	11/18/2004 203444
Stanley Richard Horton	Hunter Energy Corporation	12/18/2003 202511
Deanne Horton Blough	Hunter Energy Corporation	12/18/2003 202512
Barbara Elaine A. Keys	Hunter Energy Corporation	11/18/2004 203443
Madison Renee Kerry Malcom	Hunter Energy Corporation	3/16/2005 204169
J. W. Adcock Investments, L.P.	Will-Drill Resources, Inc.	9/14/2004 202542
Joan Adcock, Individually and as Trustee	Will-Drill Resources, Inc.	9/14/2004 202543
Nary Ann Brown, et al	Will-Drill Resources, Inc.	9/14/2004 202544
Sherry Smith Graper	Hunter Energy Corporation	4/6/2005 204172
Connie Mack Smith	Hunter Energy Corporation	4/4/2005 204170
Judy Smith Almond	Hunter Energy Corporation	4/4/2005 204171
Ecotax Cason et al	Hunter Energy Corp.	11/23/2004 202764
Thomas Paxton Stephens, III et al	Louisiana Gas Development Corp.	12/18/2003 201819
Armistead Corporation	Louisiana Gas Development Corp.	12/18/2003 201820
Roberta Burke Drake, et al	Louisiana Gas Development Corp.	12/18/2003 201817
Nancy Ann Hodson	Louisiana Gas Development Corp.	12/18/2003 201821
Antoinette Walter Stephens McVea, et al	Louisiana Gas Development Corp.	2/9/2004 201825
Susan Stephens Lambert	Louisiana Gas Development Corp.	2/9/2004 201823
Rebecca Lynne Stephens Christian	Louisiana Gas Development Corp.	2/9/2004 201822
Dr. Jill Ann Rush Klotzky, et al	Louisiana Gas Development Corp.	12/18/2003 201818
Pugh T. Hudakby, Jr. & Julie Ann R. Hudakby	Louisiana Gas Development Corp.	12/18/2004 201824
Nancy Tom Wilkerson Almond, et al	Louisiana Gas Development Corp.	12/18/2004 202803
Donald G. Hanson and Patricia H. Hanson	Louisiana Gas Development Corp.	12/18/2004 202802
John Gordon Stuart, et al	Louisiana Gas Development Corp.	12/18/2004 202801
Ashley Herbert Hanson and Susan H. Hanson	Louisiana Gas Development Corp.	12/18/2004 202800
MLA, Inc.	Louisiana Gas Development Corp.	12/23/2004 202805
Ed F. Lester, Jr., et al	Louisiana Gas Development Corp.	12/18/2004 202808
Eve Susan Campbell	Louisiana Gas Development Corp.	12/18/2004 202804
Madison Properties, LP	Louisiana Gas Development Corp.	11/18/2004 204239
Carlo Leung, Individually & as AIF for Ruth Leung	Louisiana Gas Development Corp.	12/18/2004 202806
Thomas Paxton Stephens, III et al	Louisiana Gas Development Corp.	12/18/2004 203171
Thomas Paxton Stephens, III et al	Louisiana Gas Development Corp.	12/20/2005 203170
Antoinette Walter Stephens McVea, et al	Louisiana Gas Development Corp.	3/31/2005 204240
Rebecca Lynne Stephens Christian	Louisiana Gas Development Corp.	3/31/2005 204237
Susan Stephens Lambert	Louisiana Gas Development Corp.	3/31/2005 204238
Blackstone Minerals Company, L.P., et al	Will-Drill Resources, Inc.	8/5/2004 202898
Blackstone Minerals Company, L.P., et al	Will-Drill Resources, Inc.	11/12/2005 203326

EXHIBIT "A"

Attached to and made a part of that Assignment of Oil, Gas and Mineral Leases and Bill of Sale from Will-Drill Resources, Inc., Assignor, to Pride Oil and Gas Properties, Inc., Assignee, with effective date of August-1, 2005

Lessor	Lessee	Lease Date	Reg. #
Sidney B. Evans, Jr. et al	Will-Drill Resources, Inc.	2/7/2005	204173
Stanley Donald Horton	Hunter Energy Corporation	8/23/2004	202519

EXHIBIT "A"

**Attached to and made a part of that Assignment of Oil, Gas and Mineral Leases
and Bill of Sale from Will-Drill Resources, Inc., Assignor, to Pride Oil & Gas
Properties, Inc., Assignee, with effective date of August 1, 2005**

Wells and Equipment

Will-Drill Production Co., Inc. HOSS RA SJU: Hole No. 1 Well
Section 22, Township 13 North, Range 9 West
Red River Parish, Louisiana

API No. 17081208440000

Surface equipment associated therewith

COPY

ASSIGNMENT OF OVERRIDING ROYALTY

STATE OF LOUISIANA)
)
 PARISH OF RED RIVER)

JAN 13 P. 33

51 *James L. Laperriere*
 220 RIVER PARISH, LA

KNOW ALL MEN BY THESE PRESENTS THAT:

MARSHALL-WUELLNER, INC., a Louisiana corporation, whose address is 333 Texas Street, Suite 608, Shreveport, Louisiana 71101 (hereinafter referred to as "Assignor"), for and in consideration of the sum of One Hundred and No/100 Dollars (\$100.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, convey, transfer, assign and deliver unto:

TEXAS GAS DEVELOPMENT, L.P., a Texas limited partnership, whose address is 330 Marshall Street, Suite 1111, Shreveport, Louisiana 71101, as to an undivided forty-six percent (46%);

WUELLNER OIL & GAS, INC., whose address is 333 Texas Street, Suite 608, Shreveport, Louisiana 71101, as to an undivided twenty-three percent (23%);

MARSHALL OIL & GAS, INC., whose address is 333 Texas Street, Suite 608, Shreveport, Louisiana 71101, as to an undivided twenty-three percent (23%); and

JARRATT ENTERPRISES, L.L.C., whose address is 9304 Braewood Circle, Shreveport, Louisiana 71155, as to an undivided eight percent (8%),

(hereinafter collectively referred to as "Assignees") their successors and assigns, an overriding royalty interest equal to the percentage interest indicated adjacent to each Assignee's name and address, of that certain overriding royalty interest granted by Will-Drill Resources, Inc. to Marshall-Wuellner, Inc. under that Assignment of Overriding Royalty Interest executed August 22, 2005 but effective separately as of the effective date of each of the Leases (as defined in said Assignment of Overriding Royalty Interest) and recorded in the Conveyance Records of Red River Parish under Instrument No. 204492 Book 298, Page 402 (the "Will-Drill Assignment").

The terms and provisions of this Assignment shall be binding upon and inure to the benefit of Assignor and Assignees and their respective legal representatives, successors and assigns, forever.

This Assignment is made without any warranty, express or implied.

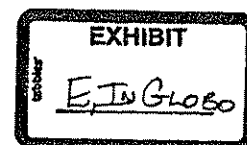
IN WITNESS WHEREOF, this instrument is executed this 12th day of January, 2010, but shall be effective separately as to each Lease (as defined in the Will-Drill Assignment) on the effective date of each such Lease.

WITNESSES:

ASSIGNOR:

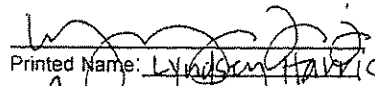
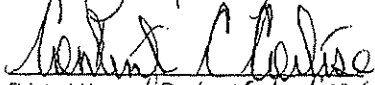
[Signature]
 Printed Name: LINDSEY HARRIS
[Signature]
 Printed Name: CONNIE C. COMBES

Marshall-Wuellner, Inc.
 By: *[Signature]*
 Tim H. Marshall, President



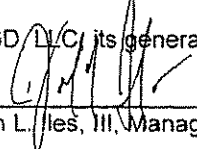
WITNESSES:

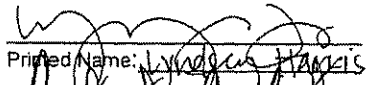
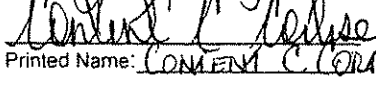
ASSIGNEES:


Printed Name: Lindsey Harris

Printed Name: CONVENT C. CORAESE

Texas Gas Development, L.P.

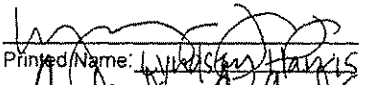
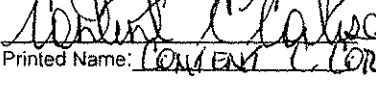
By: TGD LLC, its general partner

By: 
John L. Jiles, III, Manager

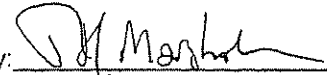

Printed Name: Lindsey Harris

Printed Name: CONVENT C. CORAESE

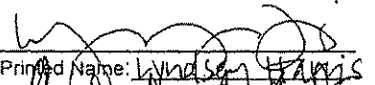

Wuellner Oil & Gas, Inc.

By: 
Dick E. Wuellner, President



Printed Name: Lindsey Harris

Printed Name: CONVENT C. CORAESE

Marshall Oil & Gas, Inc.

By: 
Tim H. Marshall, President


Printed Name: Lindsey Harris

Printed Name: CONVENT C. CORAESE

Jarratt Enterprises, L.L.C.

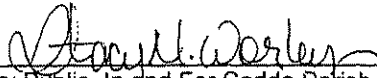
By: 
Paul A. Jarratt, President

[Acknowledgements Follow]

STATE OF LOUISIANA)
)
PARISH OF CADDO)

On this 12th day of January, 2010, before me appeared TIM H. MARSHALL, to me personally known, who, being by me duly sworn, did depose and state that he is the President of MARSHALL-WUELLNER, INC., a Louisiana corporation, and that said instrument was signed in behalf of said corporation and that he executed same as the free act and deed of said corporation for the purposes and consideration therein expressed and in the capacity therein stated.

My Commission Expires
With Life.



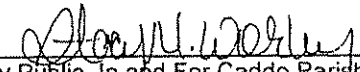
Notary Public, In and For Caddo Parish, LA
Printed Name of Notary: _____

Stacy N. Worley, Notary Public
In and For Caddo Parish, Louisiana
Notary ID No. 5693
My Commission Is For Life

STATE OF LOUISIANA)
)
PARISH OF CADDO)

On this 12th day of January, 2010, before me appeared JOHN L. ILES, III, to me personally known, who, being by me duly sworn, did depose and state that he is the manager of TGD, LLC the general partner of TEXAS GAS DEVELOPMENT, LP, a Texas limited partnership, and that said instrument was signed on behalf of said general partner and that he executed same as the free act and deed of said limited liability company for the purposes and consideration therein expressed and in the capacity therein stated.

My Commission Expires
With Life.



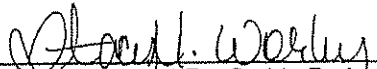
Notary Public, In and For Caddo Parish, LA
Printed Name of Notary: _____

Stacy N. Worley, Notary Public
In and For Caddo Parish, Louisiana
Notary ID No. 5693
My Commission Is For Life

STATE OF LOUISIANA)
)
PARISH OF CADDO)

On this 20th day of January, 2010, before me appeared Dirck E. Wuellner, to me personally known, who, being by me duly sworn, did depose and state that he is the President of WUELLNER OIL & GAS, INC., a Louisiana corporation, and that said instrument was signed on behalf of said corporation and that he executed same as the free act and deed of said corporation for the purposes and consideration therein expressed and in the capacity therein stated.

My Commission Expires
With Life.



Notary Public, In and For Caddo Parish, LA
Printed Name of Notary: _____

Stacy N. Worley, Notary Public
In and For Caddo Parish, Louisiana
Notary ID No. 5693
My Commission Is For Life

STATE OF LOUISIANA)
)
 PARISH OF CADDO)

On this 12th day of January, 2010, before me appeared Tim H. Marshall, to me personally known, who, being by me duly sworn, did depose and state that he is the President of MARSHALL OIL & GAS, INC., a Louisiana corporation, and that said instrument was signed on behalf of said corporation and that he executed same as the free act and deed of said corporation for the purposes and consideration therein expressed and in the capacity therein stated.

My Commission Expires
With Life.

Notary Public, In and For Caddo Parish, LA
Printed Name of Notary: _____

Stacy N. Worley, Notary Public
In and For Caddo Parish, Louisiana
Notary ID No. 5693
My Commission is For Life

STATE OF LOUISIANA)
)
 PARISH OF CADDO)

On this 12th day of January, 2010, before me appeared Paul A. Jarratt, to me personally known, who, being by me duly sworn, did depose and state that he is the Manager of JARRATT ENTERPRISES, L.L.C., a Louisiana limited liability company, and that said instrument was signed on behalf of said limited liability company and that he executed same as the free act and deed of said limited liability company for the purposes and consideration therein expressed and in the capacity therein stated.

My Commission Expires
With Life.

Notary Public, In and For Caddo Parish, LA
Printed Name of Notary: _____

Stacy N. Worley, Notary Public
In and For Caddo Parish, Louisiana
Notary ID No. 5693
My Commission is For Life

ASSIGNMENT OF OVERRIDING ROYALTY

STATE OF LOUISIANA)
)
 PARISH OF RED RIVER)

KNOW ALL MEN BY THESE PRESENTS THAT:

MARSHALL-WUELLNER, INC., a Louisiana corporation, whose address is 333 Texas Street, Suite 608, Shreveport, Louisiana 71101 (hereinafter referred to as "Assignor"), for and in consideration of the sum of One Hundred and No/100 Dollars (\$100.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, convey, transfer, assign and deliver unto:

TEXAS GAS DEVELOPMENT, L.P., a Texas limited partnership, whose address is 330 Marshall Street, Suite 1111, Shreveport, Louisiana 71101, as to an undivided forty-six percent (46%);

WUELLNER OIL & GAS, INC., whose address is 333 Texas Street, Suite 608, Shreveport, Louisiana 71101, as to an undivided twenty-three percent (23%);

MARSHALL OIL & GAS, INC., whose address is 333 Texas Street, Suite 608, Shreveport, Louisiana 71101, as to an undivided twenty-three percent (23%); and

JARRATT ENTERPRISES, L.L.C., whose address is 9304 Braewood Circle, Shreveport, Louisiana 71155, as to an undivided eight percent (8%),

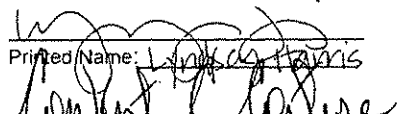
(hereinafter collectively referred to as "Assignees") their successors and assigns, an overriding royalty interest equal to the percentage interest indicated adjacent to each Assignee's name and address, of that certain overriding royalty interest granted by Will-Drill Resources, Inc. to Marshall-Wuellner, Inc. under that Assignment of Overriding Royalty Interest executed August 22, 2005 but effective separately as of the effective date of each of the Leases (as defined in said Assignment of Overriding Royalty Interest) and recorded in the Conveyance Records of Red River Parish under Instrument No. 204493 Book 298, Page 408 (the "Will-Drill Assignment").

The terms and provisions of this Assignment shall be binding upon and inure to the benefit of Assignor and Assignees and their respective legal representatives, successors and assigns, forever.

This Assignment is made without any warranty, express or implied.


IN WITNESS WHEREOF, this instrument is executed this 12th day of January, 2010, but shall be effective separately as to each Lease (as defined in the Will-Drill Assignment) on the effective date of each such Lease.

WITNESSES:

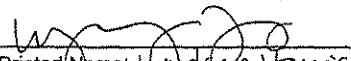
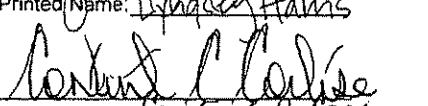

 Printed Name: LAUREN C. CORBETT
 Printed Name: LAUREN C. CORBETT

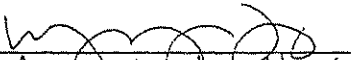
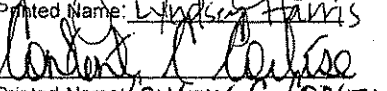
ASSIGNOR:

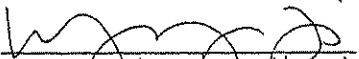
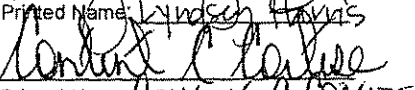
Marshall-Wuellner, Inc.

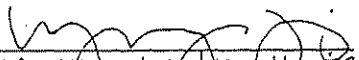
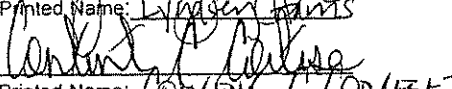
By: 
 Tim H. Marshall, President

WITNESSES:

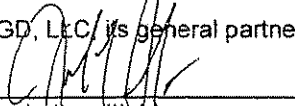

Printed Name: LINDSEY HARRIS

Printed Name: CONVENT C. CORLISS



Printed Name: LINDSEY HARRIS

Printed Name: CONVENT C. CORLISS

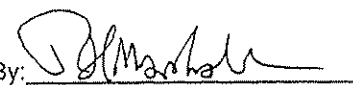

Printed Name: LINDSEY HARRIS

Printed Name: CONVENT C. CORLISS

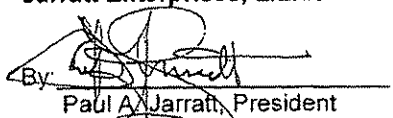

Printed Name: LINDSEY HARRIS

Printed Name: CONVENT C. CORLISS

ASSIGNEES:

Texas Gas Development, L.P.
By: TGD, L.P.'s general partner
By: 
John L. Iles, III, Manager

Wuellner Oil & Gas, Inc.
By: 
Dirck E. Wuellner, President

Marshall Oil & Gas, Inc.
By: 
Tim H. Marshall, President

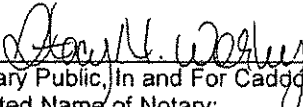
Jarratt Enterprises, L.L.C.
By: 
Paul A. Jarratt, President

[Acknowledgements Follow]

STATE OF LOUISIANA)
)
PARISH OF CADDO)

On this 12th day of January, 2010, before me appeared TIM H. MARSHALL, to me personally known, who, being by me duly sworn, did depose and state that he is the President of MARSHALL-WUELLNER, INC., a Louisiana corporation, and that said instrument was signed in behalf of said corporation and that he executed same as the free act and deed of said corporation for the purposes and consideration therein expressed and in the capacity therein stated.

My Commission Expires
With Life.

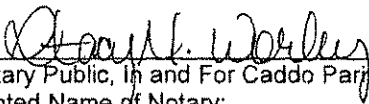

Notary Public, In and For Caddo Parish, LA
Printed Name of Notary: _____

Stacy N. Worley, Notary Public
In and For Caddo Parish, Louisiana
Notary ID No. 5693
My Commission is For Life

STATE OF LOUISIANA)
)
PARISH OF CADDO)

On this 12th day of January, 2010, before me appeared JOHN L. ILES, III, to me personally known, who, being by me duly sworn, did depose and state that he is the manager of TGD, LLC the general partner of TEXAS GAS DEVELOPMENT, LP, a Texas limited partnership, and that said instrument was signed on behalf of said general partner and that he executed same as the free act and deed of said limited liability company for the purposes and consideration therein expressed and in the capacity therein stated.

My Commission Expires
With Life.

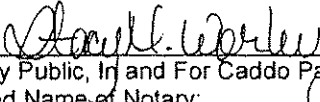

Notary Public, In and For Caddo Parish, LA
Printed Name of Notary: _____

Stacy N. Worley, Notary Public
In and For Caddo Parish, Louisiana
Notary ID No. 5693
My Commission is For Life

STATE OF LOUISIANA)
)
PARISH OF CADDO)

On this 12th day of January, 2010, before me appeared Dirck E. Wuellner, to me personally known, who, being by me duly sworn, did depose and state that he is the President of WUELLNER OIL & GAS, INC., a Louisiana corporation, and that said instrument was signed on behalf of said corporation and that he executed same as the free act and deed of said corporation for the purposes and consideration therein expressed and in the capacity therein stated.

My Commission Expires
With Life.

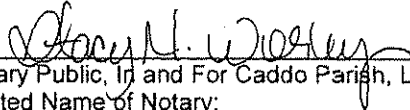

Notary Public, In and For Caddo Parish, LA
Printed Name of Notary: _____

Stacy N. Worley, Notary Public
In and For Caddo Parish, Louisiana
Notary ID No. 5693
My Commission is For Life

STATE OF LOUISIANA)
)
 PARISH OF CADDO)

On this 12th day of January, 2010, before me appeared Tim H. Marshall, to me personally known, who, being by me duly sworn, did depose and state that he is the President of MARSHALL OIL & GAS, Inc., a Louisiana corporation, and that said instrument was signed on behalf of said corporation and that he executed same as the free act and deed of said corporation for the purposes and consideration therein expressed and in the capacity therein stated.

My Commission Expires
 With Life.

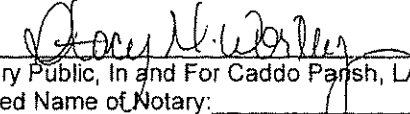

 Notary Public, In and For Caddo Parish, LA
 Printed Name of Notary: _____

Stacy N. Worley, Notary Public
 In and For Caddo Parish, Louisiana
 Notary ID No. 5693
 My Commission is For Life

STATE OF LOUISIANA)
)
 PARISH OF CADDO)

On this 12th day of January, 2010, before me appeared Paul A. Jarratt, to me personally known, who, being by me duly sworn, did depose and state that he is the Manager of JARRATT ENTERPRISES, L.L.C., a Louisiana limited liability company, and that said instrument was signed on behalf of said limited liability company and that he executed same as the free act and deed of said limited liability company for the purposes and consideration therein expressed and in the capacity therein stated.

My Commission Expires
 With Life.


 Notary Public, In and For Caddo Parish, LA
 Printed Name of Notary: _____

Stacy N. Worley, Notary Public
 In and For Caddo Parish, Louisiana
 Notary ID No. 5693
 My Commission is For Life

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 335 Page 939 of 939
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